

# PARKER IBRAHIM & BERG LLP

January 31, 2024

**VIA ECF**

Honorable Lewis J. Liman, U.S.D.J.  
United States District Court, Southern District of New York  
Daniel Patrick Moynihan  
United States Courthouse  
500 Pearl Street  
New York, New York 10007-1312

**Re: Yuri Couto v. JPMorgan Chase & Co., United States District Court,  
Southern District of New York, Case 1:23-CV-09306**

Dear Judge Liman:

This firm represents Defendant JPMorgan Chase & Co. ("Defendant") in the above-captioned action. We write regarding the "Letter to Dismiss", filed by Plaintiff Yuri Couto ("Plaintiff") on January 31, 2024 (ECF Doc. No. 24). Defendant does not object to Plaintiff's request for dismissal of his complaint, but respectfully submits that this Court should dismiss the complaint with prejudice, for the substantive reasons set forth in Defendant's motion to dismiss Plaintiff's complaint (ECF Doc. No. 8), *i.e.*: (1) there is no enforceable contract between the parties; (2) Plaintiff improperly brought this action against the parent company of the home lending subsidiary; and (3) public policy weighs heavily in favor of the rejection of Plaintiff's attempt to demand a \$505 billion "loan" under the guise of an enforceable contract. Further, Plaintiff not only failed to respond to Defendant's motion to dismiss, but he failed to timely amend his complaint pursuant to Fed. R. Civ. P. 15(a)(1)(B) to name the proper defendant within 21 days of Defendant filing its motion to dismiss.

We thank the Court for its assistance in this matter.

Respectfully submitted,



Diane C. Ragosa